



SO ORDERED.

SIGNED this 19 day of April, 2019.

A handwritten signature in blue ink, reading "David M. Warren".

David M. Warren  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
RALEIGH DIVISION

IN THE MATTER OF:

ROBERT W. BATTEN  
DONNA L. BATTEN

SSN: XXX-XX-0617  
SSN: XXX-XX-6626

DEBTORS.

ROBERT W. BATTEN, and DONNA L.  
BATTEN,

PLAINTIFFS,

V.

PANATTE, LLC,

DEFENDANT.

CASE NO. 18-00256-5-DMW

CHAPTER 13

ADVERSARY PROCEEDING  
CASE NO. 18-00061-5-DMW

**CONSENT ORDER SETTLING ADVERSARY PROCEEDING AND**  
**ALL MATTERS IN CONTROVERSY BETWEEN**  
**PLAINTIFF AND DEFENDANT**

THIS CAUSE coming to be heard before the United States Bankruptcy Judge for the Eastern District of North Carolina upon the request of the Plaintiffs and Defendant, to allow the Parties to settle

all matters before the Court and in so doing, enter into a loan modification of the Plaintiffs' obligation to Defendant.

**AND IT** appearing to the Court and the Court finding from the record and stipulation of counsel that:

1. On or about April 5, 2000, Plaintiffs executed and delivered a Promissory Note ("Note") in the principal amount of \$20,000.00 to Dollar Mortgage Corporation.
2. The Note was to be paid over a 25 year term at an interest rate of 15.99% per annum, with principal and interest payments of \$271.62, due on the tenth day of each month beginning on May 10, 2000. The Note matures on April 10, 2025.
3. The Note is secured by a Deed of Trust on real property known as 663 Mallie Pearce Road, Zebulon, North Carolina 27597 and more particularly described in a Deed of Trust recorded in Book 1173, Page 489, Franklin County Registry.
4. The Note was subsequently assigned to Defendant.
5. On or about March 1, 2007, Plaintiffs ceased mortgage payments to the Defendant's predecessor in interest.
6. On or about January 18, 2018, Plaintiffs filed a petition with the United States Bankruptcy Court for the Eastern District of North Carolina for relief under Chapter 13 of the United States Bankruptcy Code.
7. On or about March 26, 2018, Defendant filed its secured proof of claim in Plaintiffs' bankruptcy case with a total debt of \$52,034.35 and an arrearage of \$35,429.94.
8. On June 13, 2018, Plaintiffs initiated this adversary proceeding. As part of the adversary proceeding, Plaintiffs objected to Defendant's secured proof of claim.
9. On August 8, 2018, Defendant filed its *Motion to Dismiss Adversary Proceeding* and a supporting memorandum of law ("motion").
10. On September 24, 2018, Plaintiffs filed their response to the motion.
11. A hearing on the motion was held on November 8, 2018.
12. On February 22, 2019, the Court entered its *Order Granting Defendant's Motion To Dismiss*. As part of its order, the Court granted leave to file an amended complaint within sixty days of the order.
13. The Parties, in an effort to avoid the uncertainty and costs of further litigation, have agreed to settle all matters in dispute between them arising from the inception date of the Note through the date this consent order is entered by the Court. The Parties wish to enter into a modification of the Note and Deed of Trust ("loan modification") and that the terms of this modification be incorporated into the Plaintiffs' proposed Chapter 13 Plan. As part of the settlement between the Parties, Defendant has agreed to reduce its total debt owed to Defendant to \$34,031.54, the principal balance of the proposed loan modification.
14. The proposed loan modification is attached hereto and incorporated herein as Exhibit A. The specific terms of loan modification are:

- a. Principal Balance: \$34,031.54.
- b. Interest Rate: 6%.
- c. Term: 360 Months.
- d. New Maturity Date: April 1, 2049.
- e. Principal and Interest Payment: \$204.04
- f. First Payment Due Date: May 1, 2019.
- g. Plaintiffs will make payments directly to the Defendant.

15. The Parties also agree that the stay provisions of 11 U.S.C. §362 are terminated, annulled or modified for the limited purpose of allowing the Parties to take whatever actions are necessary to consummate the loan modification between the Parties.

16. The Parties further agree that the terms of the loan modification agreement, upon entry of this consent order become permanent and will survive any subsequent dismissal of, or conversion to another chapter under Title 11, of the Plaintiffs' base bankruptcy case.

**NOW, THEREFORE**, based upon the foregoing findings of fact and conclusions of law, and with the consent of the Parties, it is hereby **ORDERED, ADJUDGED**, and **DECREED** as follows:

1. The Parties are authorized to modify the Plaintiffs' obligation owed to Defendant as set forth in Exhibit A.
2. The specific modification terms are:
  - a. Principal Balance: \$34,031.54.
  - b. Interest Rate: 6%.
  - c. Term: 360 Months.
  - d. New Maturity Date: April 1, 2049.
  - e. Principal and Interest Payment: \$204.04
  - f. First Payment Due Date: May 1, 2019.
  - g. Plaintiffs will make payments directly to the Defendant.
3. The stay provisions of 11 U.S.C. §362 are terminated, annulled or modified for the limited purpose of allowing the Parties to take whatever actions are necessary to consummate the loan modification between the Parties.
4. The terms of the loan modification agreement, upon entry of this consent order are permanent and survive any subsequent dismissal of, or conversion to another chapter under Title 11, of the Plaintiffs' base bankruptcy case.
5. Upon confirmation of the Plaintiffs' Chapter 13 Plan, the modification terms are to be incorporated into the Plaintiffs' plan.
6. That the terms of this consent order settle all differences between the Parties from the inception date of the Note through the date of this order; and

7. The Parties are responsible for the payment of their respective attorneys' fees and costs.

/s/: Joseph J. Vonnegut  
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**END OF DOCUMENT**